







Exhibit 1

[skip to main content](#)

Print

CASE INFORMATION**CV-22-968153 YANIESHA P HENDKING vs. CARVANA LLC ET AL****Docket Information**

Filing Date	Docket Party	Docket Type	Docket Description	View Image
09/14/2022	N/A	SR	USPS RECEIPT NO. 48479515 DELIVERED BY USPS 09/06/2022 MARTINEZ/KAYLIE/ PROCESSED BY COC 09/14/2022.	
09/14/2022	N/A	SR	USPS RECEIPT NO. 48479513 DELIVERED BY USPS 09/06/2022 CARVANA, LLC PROCESSED BY COC 09/14/2022.	
09/14/2022	N/A	SR	USPS RECEIPT NO. 48479514 DELIVERED BY USPS 09/06/2022 BRIDGECREST CREDIT COMPANY, LLC PROCESSED BY COC 09/14/2022.	
09/06/2022	N/A	CS	COURT REPORTER FEE	
09/02/2022	D3	SR	SUMS COMPLAINT(48479515) SENT BY CERTIFIED MAIL. TO: KAYLIE MARTINEZ 1930 W. RIO SALADO PKWY TEMPE, AZ 85281-0000	
09/02/2022	D2	SR	SUMS COMPLAINT(48479514) SENT BY CERTIFIED MAIL. TO: BRIDGECREST CREDIT COMPANY, LLC 1730 W. RIO SALADO PKWY TEMPE, AZ 85281-0000	
09/02/2022	D1	SR	SUMS COMPLAINT(48479513) SENT BY CERTIFIED MAIL. TO: CARVANA, LLC 1930 W. RIO SALADO PKWY TEMPE, AZ 85281-0000	
09/01/2022	N/A	JE	HEARING HELD ON 09/01/2022. SUE OTTAGALLI, COURT REPORTER PRESENT. HEARING CONDUCTED EX-PARTE ON THE RECORD ON PRO SE PETITIONER'S AMENDED PETITION FOR EMERGENCY INJUNCTION FOR EQUITABLE RELIEF PERMANENTLY FROM TRESPASSING AND ABUSIVE HARASSMENT/BREACH OF TRUST/CONTRACT. BASED UPON THE COURT'S REVIEW OF THE PLEADINGS AND PRO SE PETITIONER'S STATEMENTS ON THE RECORD, THE COURT DETERMINES THAT PETITIONER'S ACTION IS ACTUALLY A PETITION FOR A COURT ORDERED VEHICULAR TITLE AND POTENTIAL CLAIMS IN CONTRACT. PETITIONER WAS PROVIDED A WRITTEN LIST OF RESOURCES TO CONTACT. THE CURRENT PETITION DOES NOT ESTABLISH THE RIGHT TO IMMEDIATE RELIEF. CASE TO PROCEED IN THE NORMAL COURSE. NOTICE ISSUED	
09/01/2022	D3	CS	WRIT FEE	
09/01/2022	D2	CS	WRIT FEE	
09/01/2022	D1	CS	WRIT FEE	
09/01/2022	P1	SF	DEPOSIT AMOUNT PAID	
09/01/2022	P1	CC	AMENDED PETITION FOR SPECIAL EMERGENCY INJUNCTION FOR EQUITABLE RELIEF PERMANENTLY FROM TRESPASSING AND ABUSIVE HARRASSMENT/BREACH OF TRUST/CONTRACT DEPOSIT RECEIVED \$75 YANIESHA HENDKING(9999999)	
08/31/2022	N/A	SF	JUDGE NANCY A FUERST ASSIGNED (RANDOM)	
08/31/2022	P1	SF	LEGAL RESEARCH	
08/31/2022	P1	SF	LEGAL NEWS	
08/31/2022	P1	SF	LEGAL AID	
08/31/2022	P1	SF	COURT SPECIAL PROJECTS FUND	
08/31/2022	P1	SF	COMPUTER FEE	
08/31/2022	P1	SF	CLERK'S FEE	
08/31/2022	P1	SF	DEPOSIT AMOUNT PAID YANIESHA HENDKING	
08/31/2022	N/A	SF	CASE FILED	
08/31/2022	P1	SR	PETITION FOR SPECIAL EMERGENCY INJUNCTION FILED. SERVICE REQUEST - SUMMONS BY CERTIFIED MAIL TO THE DEFENDANT(S).	

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.

COMMON PLEAS COURT OF CUYAHOGA COUNTY OHIO

FILED

2022 AUG 31 P 4:13

Hendking, Yaniesha-P/;

Grantee Absolute, Attorney In Fact, Clerk of Courts
Cuyahoga County

Petitioner

AT c/o 5277 Wilson Mills #1013

Richmond Heights Ohio [44143]
VS.

CIVIL ACTION

FILE NUMBER

Complaint

NANCY A FUERST
CV 22.968153

CARVANA, LLC, KAYLIE MARTINEZ

DBA CARVANA / BRIDGECREST CREDIT

Respondents

COMPANY, LLC

CARVANA 1930 W. Rio Salado Pkwy
Tempe Arizona 85281

BRIDGECREST 1730 W. Rio Salado Pkwy
Tempe Arizona 85281

Kaylie Martinez CARVANA Legal analyst
1930 W. Rio Salado Pkwy Tempe Arizona 85281

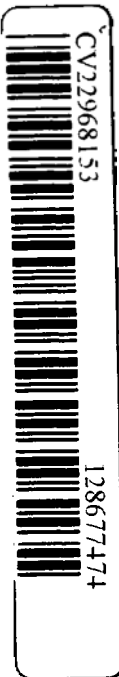
**PETITION FOR SPECIAL EMERGENCY INJUNCTION FOR EQUITABLE RELIEF
PERMANENTLY FROM TRESPASSING AND ABUSIVE HARASSMENT/BREACH OF
TRUST/CONTRACT**

COMES NOW Petitioner Yaniesha-P, Hendking/ Attorney In Fact, Absolute Grantee, files
Petition for Special Emergency Injunction Order For Equitable Relief From Trespassing and
Abusive Harassment/Breach Of Trust/Contract and to be heard ex parte upon the facts of
Affidavits, Exhibits/Evidence.

Petitioner hereby Motions this Court to seal ex parte Deed of Conveyance of Trust and review in
chambers exclusively and Order the following; a Cease and Desist contact, Cease and Desist
tradeline reporting and remove permanently, order Court Ordered Title without lienholder
BRIDGECREST CREDIT COMPANY, LLC being upon it, Rescission of all Contract(s) and
signatures, return of all money paid to date and property plus entitlement for Respondents
violations listed in evidence/exhibits from their adverse actions pursuant to civil liability.

This Emergency Injunction Order For Equitable Relief From Trespass and Harassment/Breach of
Trust/Contract is against CARVANA, LLC and it's legal analyst Kaylie Martinez and any
affiliated agents such as BRIDGECREST CREDIT COMPANY, LLC, etc.

I purchase my automobile for personal, family, and household uses, online at www.carvana.com
and picked it up June 15th 2021. I informed the CARVANA that I was moving and to register my
automobile in the state of Arizona instead of Nevada. See texts and emails Exhibits for
correspondence CARVANA, its agents and myself regarding registration. CARVANA failed to
provide me with registration in timely fashion. CARVANA, LLC provided me with temporary



tags from June 15th 2021 until July 6th 2022 and during the month of October I almost went the entire month without tags to drive and had to rent cars and still pay the entire month of the note. I believe the reason being that CARVANA, LLC is not the title owner and was not when they sold the automobile to me and are currently still not. CARVANA and it's agents harassed and tried to pressure me into changing my insurance from Arizona back to Nevada when I conspicuously informed them I was moving/moved and was not going to pay the fees associated with changing insurance states just so they could register the automobile that lawfully vests with me and has been conveyed over into trust. It is now trust property after CARVANA, LLC abandoned it. Almost every state requires automobiles to be registered within 30 days. CARVANA, LLC continued to what I now know to do fraudulent Affidavits for 90 day tags in Arizona multiple times because of their negligence. Or as the CEO Ernest Garcia III stated himself to investors according to CNBC that CARVANA could not keep up with customer demands. "By the company's own admission, it had accelerated growth at precisely the wrong time into a consumer slowdown leaving a major mismatch between capacity and demand," Morgan Stanley's Adam Jonas said in an investor note. Additionally, Garcia told investors the company purchased vehicles at a higher rate than it could process."

I had been eagerly contacting CARVANA regarding my registration often and sometimes in despair. If it's necessary, pull their phone records as all calls are recorded. See texts and email Exhibits/Evidence correspondence pertaining to registration and their negligence. This is CARVANA, LLC's initial Breach of Trust/Contract they continue to Breach by the following;

Pursuant to 12 CFR 1026.23(b)(1), Truth In Lending Act I was never told I had 3 days to rescind the transaction nor was I given the notices that come along with all consumer credit transactions. Although CARVANA, LLC doing business as CARVANA offer 7 day grace periods I however was discriminated against in this regard and to my knowledge I did not sign any form at the pickup and was told verbally by their employee/contractor/agent Daidre Visser I could not rescind the automobile that lawfully vests with me the 2018 White Mercedes Benz GLC 300 4MATIC Sport Utility/ Wagon because I rescinded the first contract. I demanded CARVANA provide me with my wet ink signature as they say I signed for it, but I did not and recall the moment conspicuously because it made me feel like I did not have the right to choose anymore and very low.

After doing careful and proper research and studying I discovered the violations and properly began to execute serving CARVANA, LLC and its Officers instead of BRIDGECREST CREDIT COMPANY, LLC. It was very confusing trying to discover who to serve as both CARVANA and BRIDGECREST claimed to be one entity with equal abilities. I initially served BRIDGECREST CREDIT COMPANY, LLC's CEO Mary Phillips with a Notice of Rescission dated January 13th 2022. I later discovered that the Notice of Rescission is to be sent to CARVANA, LLC and not the servicer which is BRIDGECREST CREDIT COMPANY, LLC.

CARVANA, LLC has been served March 14th 2022 a Notice of Rescission properly and effectively and left with individual Linden Davis at 11:24am at their headquarter in Tempe Arizona. Conjointly, CARVANA, LLC selling dealership was served March 21th 2022 and left with individual. All have return receipt proof. With Special Power Of Attorney revoking any and all power of attorneys and establishing that I was now. Also revoking Arbitration as pursuant to

the Federal Arbitration Act and arbitration agreement is irrevocable unless at law, in equity, fraud and duress. See Affidavit of Mailing.

As of March 14th 2022 pursuant to 12 CFR §1026.23(d)(1) upon receipt of the Notice of Rescission I the consumer was not liable for any finance charge, lease, security interest, etc becomes void effective immediately. As so enforceable by executing the Truth In Lending Act Regulation Z CARVANA, LLC had 20 calendar day pursuant to return all money and property to I. After CARVANA, LLC and it's agents including Kaylie Martinez failed to abide by their governing federal laws the automobile lawfully vested with me and I am still entitled to all as of April 3rd 2022 A.D. the automobile a 2018 Mercedes Benz GLC 300 4MATIC Sport Utility Wagon VIN WDC0G4KB6JV098290 White lawfully vested with me indefinitely and has be conveyed into an irrevocable trust.

CARVANA, LLC extorted a cash downpayment of two thousand dollars by false and misleading comments within a credit sale and pursuant to 12 CFR 1026.4 which states The finance charge is the cost of consumer credit as a dollar amount. It includes any charge payable directly or indirectly by the consumer and imposed directly or indirectly by the creditor as an incident to or a condition of the extension of credit. **It does not include any charge of a type payable in a comparable cash transaction.**

CARVANA, LLC fraudulently turned a credit sale into a loan. I applied to extend credit via the credit application. I did not apply for a loan this is verifiable by email from Carvana Customer Advocate May 31st, June 4th, 9th and 17th. See Exhibits/Evidence.

I mailed certified dated March 31st 2022 A.D. Color of Law Warning notices to CARVANA, LLC and it's chief officers plus BRIDGECREST CREDIT COMPANY, LLC and it's chief offices to not deny me of my rights which are federally protected with an order to cease and desist their adverse actions upon myself and credit report as they are acting unlawfully willingly after being served notices with specific orders pursuant to their governing federal laws which they claim they are subject to.

Without any response by mail letters dated April 19th and April 20th 2022 A.D. CARVANA, LLC and BRIDGECREST were demanded to mail with the signature of the agent rebutting anything aforementioned to verify Verification of Debt and Vehicle Ownership. April 26th 2022 the only response I received was not signed or did not state any agents name and only mailed an E-copy of the contract which is not what I demanded. They failed to provide proof and validation by certified mail and are subject to Estoppel etc. See Exhibits/Evidence.

After receiving my email an offer from Kaylie Martinez CARVANA, LLC's legal analyst May 13th 2022 A.D. where she blatantly stated they were in receipt of my Attorney General complaint as well as my demand letter and after reviewing my account my lack of payment that was no longer obligated by me pursuant to 12 CFR 1026.23(d)(1) and offered to rescind the contract and remove the tradeline from my credit reports if I return the automobile. I respectfully declined as it was not an equitable form of relief and their time to ask for the automobile back that lawfully vests with me and in an irrevocable now had lapsed as of April 3rd 2022 A.D.

now 3 of 5

Weeks went pass I did not hear from Kaylie or any other CARVANA agent. I mailed an Affidavit of Facts of my intention and the obvious occurrences including that the automobile white 2018 Mercedes Benz GLC 4MATIC Sport Utility/Wagon lawfully vests with me and has been conveyed into trust. It is now trust property. Plus our email correspondence. This was mailed registered mail directly to their headquarters in Tempe Arizona. See Exhibits/Evidence. I also came in person to their headquarters to maybe speak with her in person, but it was no success. July 5th I attempted to call Kaylie again and she instructed the agent to inform me that we could only speak through email. I believe they did not want any notice for public record by way of mail. I emailed her same day. Kaylie responded and June 13th 2022 A.D stating that I declined their offer and their offer was still available. She did not offer any other form for an equitable redemption and honor what had already been established. That the white 2018 Mercedes Benz GLC 4MATIC Sport Utility/Wagon lawfully vests with me without any further financial obligation and all property and money was to be returned to me.

BRIDGECREST CREDIT COMPANY, LLC's legal corporate counsel however mailed me a letter stating that I denied CARVANA, LLC offer and to contact them for resolution.

This nuisance has gone on for over a year. I have been paranoid, stressed out, my anxiety has been through the roof. I constantly looking out the window paranoid by loud cars that may be a tow truck and even ones that are that happen to be in close proximity of my automobile. It hard to eat at times with the anxiety and sleep. My credit worthiness has been tainted by CARVANA, LLC/BRIDGECREST CREDIT COMPANY, LLC and their harassing tactics to get you to pay under duress and on April 11th 2022 I did make a payment under duress as they were trespassing and I was frightened to not be able to provide food water and livelihood for my family even though I properly served CARVANA,LLC and they continued to trespass, violate and abuse their power.

CARVANA, LLC made a promise of hassle-free selling and purchasing of used vehicles according to www.CNBC.com my experience was not hassle-free at all it was disturbing, haunting, unsettling, abusive, rude, obnoxious, aggressive, careless, neglectful, and more. I lost so much time studying what to do and even had to express these occurrences on open calls for free help that was so embarrassing.

It is my wish and prayer for this Court to grant the Orders aforementioned, Specially in Emergency for Equitable Relief Permanently Ex Parte.

Petitioner: By: *Hendry, Vance - Pracios*
Attorney In Fact / Absolute Grantee



Common Pleas Court of Cuyahoga County, Ohio

DESIGNATION FORM TO BE USED TO INDICATE THE CLASSIFICATION OF THE CASE Judge: NANCY A FUERST

Hand King, Yanesha - Plaintiff
 Plaintiff Petitioner
 2022 AUG 11
Attorney in Fact
 Vs.
CARVANA, LLC / KATHY M. CARVANA / BRIDGESTONE CREDIT COMPANY, LLC
 Defendant Respondent

Case: CV:22-968153

Date:

Has this case been previously filed and dismissed? Yes ☐ No ☒

Case #: Judge:

Is this case related to any new cases now pending or previously filed? Yes ☐ No ☒

Case #: Judge:

CIVIL CLASSIFICATIONS: Place an (X) In ONE Classification Only.

Professional Torts:

- ☐ 1311 Medical Malpractice
☐ 1315 Dental Malpractice
☐ 1316 Optometric Malpractice
☐ 1317 Chiropractic Malpractice
☐ 1312 Legal Malpractice
☐ 1313 Other Malpractice

Product Liability:

- ☐ 1330 Product Liability

Other Torts:

- ☐ 1310 Motor Vehicle Accident
☐ 1314 Consumer Action
☐ 1350 Misc. Tort

Workers Compensation:

- ☐ 1550 Workers Compensation
☐ 1531 Workers Comp. Asbestos

Foreclosures:

- ☐ Utilize Separate Foreclosure Designation Form

Commercial Docket:

- ☐ 1386 Commercial Docket
☐ 1387 Commercial Docket with Foreclosure

Administrative Appeals:

- ☐ 1540 Employment Services
☐ 1551 Other

Other Civil:

- ☐ 1500 Replevin/Attachment
☐ 1382 Business Contract
☐ 1384 Real Estate Contract
☐ 1388 Consumer Debt
☐ 1390 Cognovit
☐ 1391 Other Contracts
☐ 1490 Foreign Judgment
☐ 1491 Stalking Civil Protection Order
☒ 1501 Misc. Other *Injunction/Emergency/Special*
☐ 1502 Petition to Contest Adam Walsh Act
☐ 1503 Certificate of Qualification for Employment

Amount of Controversy:

- ☐ None Stated
☐ Less than \$25,000
☒ Prayer Amount 30,247.48

Parties have previously attempted one of the following prior to filing:

- ☐ Arbitration
☐ Early Neutral Evaluation
☐ Mediation
☐ None

I certify that to the best of my knowledge the within case is not related to any now pending or previously filed, except as noted above.

Hand King, Yanesha - Plaintiff

Firm Name (Print or type)

At 610 5247 Wilson Mills #1013

Address

Richmond Heights Ohio 4411437

Address

Me 647-9989

Phone

Attorney of Record (Print or Type)

Supreme Court #

Email Address

Signature



COMMON PLEAS COURT OF CUYAHOGA COUNTY OHIO

FILED

2022 SEP -1 A 9:23

CLERK OF COURTS
CUYAHOGA COUNTY

Hendking, Yaniesha-P/;
Grantee Absolute, Attorney In Fact
AT c/o 5247 Wilson Mills Road #1013
Richmond Heights Ohio [44143]

Petitioner

CIVIL ACTION

VS.

FILE NUMBER CV 22 968153

CARVANA, LLC /KAYLIE MARTINEZ
DBA CARVANA

1930 W. Rio Salado Pkwy Tempe AZ 85281
1930 W. Rio Salado Pkwy Tempe AZ 85281

Judge: Nancy A Fuerst

BRIDGECREST CREDIT COMPANY, LLC
DBA BRIDGECREST

1730 W. Rio Salado Pkwy Tempe AZ 85281

Respondents

AMENDED

**PETITION FOR SPECIAL EMERGENCY INJUNCTION FOR EQUITABLE RELIEF
PERMANENTLY FROM TRESPASSING AND ABUSIVE HARASSMENT/BREACH OF
TRUST/CONTRACT**

COMES NOW Petitioner Yaniesha-P, Hendking/ Attorney In Fact, Absolute Grantee, files Petition for Special Emergency Injunction Order For Equitable Relief From Trespassing and Abusive Harassment/Breach Of Trust/Contract and to be heard ex parte upon the facts of Affidavits, Exhibits/Evidence.

Petitioner hereby Motions this Court to seal ex parte Deed of Conveyance of Trust and review in chambers exclusively and Order the following; Cease and Desist contact, Cease and Desist tradeline reporting and remove permanently, order Court Ordered Title without lienholder BRIDGECREST CREDIT COMPANY, LLC being upon it, Rescission of all Contract(s) and signatures, return of all money paid to date and property such as the 2010 LEXUS RX450h VIN: JTJBC1BA2A2006154 plus entitlement for Respondents negligence and violations listed in evidence/exhibits from their adverse actions pursuant to 15 U.S. Code § 1640 civil liability.

This Emergency Injunction Order For Equitable Relief From Trespass and Harassment/Breach of Trust/Contract is against CARVANA, LLC and it's legal analyst Kaylie Martinez and any affiliated agents such as BRIDGECREST CREDIT COMPANY, LLC, etc.

I purchased my automobile for personal, family, and household uses, online at www.carvana.com and picked it up June 15th 2021. I informed the CARVANA that I was moving and to register my automobile in the state of Arizona instead of Nevada. **See texts and emails Exhibits/Evidence for correspondence CARVANA**, its agents and myself regarding registration. CARVANA failed to provide me with registration in timely legal fashion. CARVANA, LLC provided me with temporary tags from June 15th 2021 until July 6th 2022 and during the month of October I almost went the entire month without tags to drive and had to rent cars and still pay the entire month of the note.

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anything aforementioned to verify Verification of Debt and Vehicle Ownership. April 26th 2022 the only response I received was not signed or did not state any agents name and only mailed an E-copy of the contract which is not what I demanded. They failed to provide proof and validation by certified mail and are subject to Estoppel etc. See Exhibits/Evidence.

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timely manner if CARVANA, LLC and its agents like Kaylie Martinez weren't so careless and neglectful.

It is my wish and prayer for this Court to grant the Orders aforementioned, Specially in Emergency for Equitable Relief Permanently Ex Parte without prejudice.

Additional Comments:

payments / money paid total 7,408.00 including down payment
finance charge totals 16,839.48
This totals \$24,247.48 multiply by 2 according to
Antitrust laws violations are doubled.
The total is \$48,494.96 that I am entitled to as it is
intended for me.

Petitioner

by Henry P. / Absolute Grant /
Attorney In Fact.

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY OHIO

JOURNAL ENTRY

Petitioner:

Hendrix, Yvonne P.
AT C/P 5247 Wilsonville Rd Road #1013
Richmond Heights Ohio 44113
216-647-9989

Case Number: _____

On this day, this matter came before the court to be heard ex parte in Emergency Specially, with motion to seal ex parte upon the facts of Affidavits, Exhibits/Evidence and Petition of the above Petitioner for an order authorizing Special Emergency Injunction Order For Equitable Relief From Trespassing and Abusive Harassment/Breach Of Trust/Contract against CARVANA, LLC and any agents and or affiliates especially BRIDGECREST CREDIT COMPANY, LLC it's servicer.

The Court, being fully advised, finds the Petitioner has provided substantial and proper evidence and the orders should be granted as the above Petitioner wished and prayed for.

IT IS THEREFORE ORDERED that CARVANA, LLC / BRIDGECREST CREDIT COMPANY, LLC and any affiliates/agents heed this Special Emergency Injunction For Equitable Relief From any further Trespassing and Abusive Harassment against the Petitioner and their property PERMANENTLY without prejudice. Conjointly IT IS ORDERED a Cease and Desist contact, Cease and Desist tradeline reporting and remove permanently, order Court Ordered Title without lienholder BRIDGECREST CREDIT COMPANY, LLC being upon it, Rescission of all Contract(s) and signatures, return of all money paid to date and property plus entitlement for Respondents violations listed in evidence/exhibits from their adverse actions pursuant to civil liability 15 U.S. Code § 1640 which states e in the amount of _____ without prejudice.

Witness my hand this _____ day of _____

Judge's Signature



128684736

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

YANIESHA P HENDKING
Plaintiff

CARVANA LLC ET AL
Defendant

Case No: CV-22-968153

Judge: NANCY A FUERST

JOURNAL ENTRY

HEARING HELD ON 09/01/2022. SUE OTTAGALLI, COURT REPORTER PRESENT.
HEARING CONDUCTED EX-PARTE ON THE RECORD ON PRO SE PETITIONER'S AMENDED PETITION FOR
EMERGENCY INJUNCTION FOR EQUITABLE RELIEF PERMANENTLY FROM TRESPASSING AND ABUSIVE
HARASSMENT/BREACH OF TRUST/CONTRACT.

BASED UPON THE COURT'S REVIEW OF THE PLEADINGS AND PRO SE PETITIONER'S STATEMENTS ON THE
RECORD, THE COURT DETERMINES THAT PETITIONER'S ACTION IS ACTUALLY A PETITION FOR A COURT
ORDERED VEHICULAR TITLE AND POTENTIAL CLAIMS IN CONTRACT.
PETITIONER WAS PROVIDED A WRITTEN LIST OF RESOURCES TO CONTACT.

THE CURRENT PETITION DOES NOT ESTABLISH THE RIGHT TO IMMEDIATE RELIEF. CASE TO PROCEED IN THE
NORMAL COURSE.

Judge Signature

09/01/2022

09/01/2022

RECEIVED FOR FILING
09/01/2022 12:20:11
NAILAH K. BYRD, CLERK

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

YANIESHA P HENDKING

Plaintiff

V.

CARVANA LLC ET AL

Defendant

CASE NO. CV22968153

JUDGE NANCY A FUERST

SUMMONS

SUMC CM

Notice ID: 48479514



From: YAHIESHA -P HENDKING P1
5247 WILSON MILLS #1013
RICHMOND HEIGHTS OH 44143-0000

Atty.: YAHIESHA -P HENDKING
5247 WILSON MILLS #1013
RICHMOND HEIGHTS, OH 44143-0000

To: BRIDGECREST CREDIT COMPANY, LLC D2
1730 W. RIO SALADO PKWY
TEMPE AZ 85281-0000

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 09/01/2022

By 
Deputy

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

YANIESHA P HENDKING

Plaintiff

V.

CARVANA LLC ET AL

Defendant

CASE NO. CV22968153

JUDGE NANCY A FUERST

SUMMONS

SUMC CM

Notice ID: 48479513



From: YAHIESHA -P HENDKING P1
5247 WILSON MILLS #1013
RICHMOND HEIGHTS OH 44143-0000

Atty.: YAHIESHA -P HENDKING
5247 WILSON MILLS #1013
RICHMOND HEIGHTS, OH 44143-0000

To: CARVANA, LLC D1
1930 W. RIO SALADO PKWY
TEMPE AZ 85281-0000

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

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Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 09/01/2022

By Alfred P. Hendry
Deputy

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

YANIESHA P HENDKING
Plaintiff

CASE NO. CV22968153

JUDGE NANCY A FUERST

V.

CARVANA LLC ET AL
Defendant

SUMMONS

SUMC CM

Notice ID: 48479515



From: YAHIESHA -P HENDKING P1
5247 WILSON MILLS #1013
RICHMOND HEIGHTS OH 44143-0000

Atty.: YAHIESHA -P HENDKING
5247 WILSON MILLS #1013
RICHMOND HEIGHTS, OH 44143-0000

To: KAYLIE MARTINEZ D3
CARVANA LEGAL ANALYST
1930 W. RIO SALADO PKWY
TEMPE AZ 85281-0000

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

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Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 09/01/2022

By Alfred P. Hend Jr.
Deputy



UNITED STATES
POSTAL SERVICE

Date Produced: 09/12/2022

CERTIFIED MAIL SOLUTIONS INC.:

The following is the delivery information for Certified Mail™/RRE item number 9314 8001 1300 3547 0492 68. Our records indicate that this item was delivered on 09/06/2022 at 12:29 p.m. in TEMPE, AZ 85281. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.



**UNITED STATES
POSTAL SERVICE**

Date Produced: 09/12/2022

CERTIFIED MAIL SOLUTIONS INC.:

The following is the delivery information for Certified Mail™/RRE item number 9314 8001 1300 3547 0492 44. Our records indicate that this item was delivered on 09/06/2022 at 12:43 p.m. in TEMPE, AZ 85281. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

**1720 W RIO SALADO PKWY
TEMPE, AZ 85281**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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UNITED STATES
POSTAL SERVICE

Date Produced: 09/12/2022

CERTIFIED MAIL SOLUTIONS INC.:

The following is the delivery information for Certified Mail™/RRE item number 9314 8001 1300 3547 0492 37. Our records indicate that this item was delivered on 09/06/2022 at 12:29 p.m. in TEMPE, AZ 85281. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

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United States Postal Service

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